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Current Topics.

New Year Honours.

THE NEW YEAR Honours List contains at least four names of interest to the legal profession generally. The importance and dignity of the position of the Vice-Chancellor of the County Palatine of Lancaster receives recognition in the knighthood conferred upon the Vice-Chancellor COURTHOPE WILSON, K.C. Within the territorial limits of the county the Vice-Chancellor exercises all the jurisdiction of a judge of the Chancery Division of the High Court, but it has not always happened that the occupant of this important judicial office has received the honour of knighthood usually conferred upon judges of co-ordinate jurisdiction appointed to the High Court. It must be therefore looked upon as a recognition of the ability and learning displayed by the present occupant of that position as well as of the importance of the post that the present holder's name appears in this list. Vice-Chancellor WILSON is a native of the county, who after some years' practice as a solicitor, was called to the Bar by Gray's Inn in 1900, and practised in Liverpool in the court over which he now presides until 1919, when he took silk. He was elected a bencher of his Inn in 1920 and has held the position of Vice-Chancellor since 1925. This recognition will give great satisfaction particularly in Lancashire. A knighthood has also been conferred upon Mr. EDWARD WILLIAM HANSELL, K.C., one of the Official Referees of the Supreme Court. Mr. HANSELL was, before his appointment in 1927—in which year he also took silk—a well-known and popular figure at the Bar. He was Recorder of Maidstone from 1917, and Counsel to the Board of Trade in Bankruptcy, and in addition held the office of Chancellor to the Oxford, Gloucester, Birmingham and other dioceses. Mr. HANSELL is a recognised authority on matters in bankruptcy and those who know him at the Bar or have appeared before him in his official capacity, know best how well-merited the distinction conferred upon him is. Another knighthood of interest to the profession is that conferred upon Mr. RAYMOND WYBROW WOODS, C.B.E., who has been Solicitor to the Post Office since 1921. Mr. WOODS was formerly in the Treasury Solicitors' Department, and during the war acted as Secretary to H.M. Procurator-General Prize Department. It will be a matter of peculiar satisfaction to members of the solicitors' branch of the profession to see the name of Mr. EDMUND RALPH COOK included in the list of appointments to the Order of the British Empire. Mr. COOK is created a Commander of that distinguished Order, and thus receives recognition for the long and able services which he has rendered to the Law Society and to the profession as a whole. His connexion with The Law Society as one of its principal officers has continued since 1907, and in 1914 he succeeded the late Mr. BUCKNELL as secretary of the society. It appears from the official notification that it is in connexion with the administration of poor persons procedure that the attention of the authorities has been drawn to Mr. COOK's services, which have, however, extended far beyond that sphere of activity and been such as to merit in many other directions an official recognition of his efficient and public-spirited service.

Dr. Johnson and the Lawyers.

THE ANNOUNCEMENT that Dr. JOHNSON'S house in Gough-square is to be acquired for the nation recalls the fact that the great lexicographer once lived in Gray's Inn, whence he removed to 1, Inner Temple-lane in the year 1760, where was formed the famous Literary Club of which among his fellow-members were GOLDSMITH, LANGTON, BURKE, BOSWELL, GARRICK, CHARLES JAMES FOX, ADAM SMITH, SHERIDAN and JOSHUA REYNOLDS. BOSWELL describes how JOHNSON lived "in poverty, idleness and the pride of literature," retiring when he wished not to be disturbed to his library of books kept in a garret over his chambers, "where," says BOSWELL, "I found a number of good books, very dusty and in great confusion. The floor was strewn with manuscripts in JOHNSON'S own handwriting . . . I observed an apparatus for chemical experiments of which JOHNSON was all his life fond. The place seemed to be very favourable for retirement and meditation." The quiet seclusion of Inner Temple-lane must have been in marked contrast even in those days to the noise and bustle about the old Temple Bar. JOHNSON as a young man is known to have frequented the Temple for many years before he came into residence there: and he must have seen the grisly heads of the rebels of 1745 exposed on the gates of Temple Bar as he passed over from Chancery-lane.

Rival Actions.

IN A recent case before Mr. Justice FINLAY (*Gibbs, Son and Smith* v. *Ledgard*, 18th November) relating to a claim for £1,081 in respect of the sale of certain shares, counsel for the defendant consented to judgment, but made an application for a stay of execution on the ground that the defendant was himself bringing a claim against GIBBS, SON & SMITH for £3,700 in connexion with other share transactions dealing with another company. The action by LEDGARD was commenced about a year ago, and the statement of claim delivered recently. There had been an application to consolidate the two actions which came successively before a Master, Mr. Justice SWIFT in chambers, and the Court of Appeal, and all three courts decided that there was no ground for consolidation.

In those circumstances counsel asked for a stay of execution of the consent judgment, and offered to bring the whole of the amount into court at once, and pointed out that if he did not press on with his action the other side were of course entitled to make an application at any time to remove the stay. Counsel for the plaintiff referred to the note to Ord. 14, r. 3 (*b*) (counter-claim): "The right to set up a counter-claim is not a right as of course, but depends on the discretion of the Judge," and "A counter-claim totally foreign to the action may be disregarded"; he submitted that LEDGARD'S action was totally foreign to the present one. Counsel for LEDGARD, said Mr. Justice FINLAY, in giving judgment, had argued that if his action had been, as it might have been, not a separate unconsolidated action, but a counter-claim, in that event, subject to his, his lordship's, discretion, he would have had a stay almost as of right. "I am not sure," continued his lordship, "that in that case I should exercise my discretion because the facts in the first action relate to a transaction in an entirely different company, and at an entirely different date." A stay of execution was refused. The point is interesting on the question whether the principles applicable to a counter-claim as stated in Ord. 14, r. 3 (*b*) can be applied by analogy to a separate action between the same parties. There appear to be no cases on the point.

Asserting a Negative.

LORD BRENTFORD, writing in *The Evening Standard*, said, "I say at once, after the fullest enquiry—going back through my own lifetime—that no such case" (of the execution of an innocent man) "has ever occurred. There is no evidence of it at the Home Office." We hold no brief for or against capital punishment, though we consider the signs of the times indicate its abolition in this country at no very remote date; but we do take exception to this line of argument. Of all those concerned in a trial for murder, one person alone has certitude—the accused man. He *knows;* others only infer. The inference may be irresistible, the demonstration of guilt conclusive for all others, but their certainty stops just short of knowledge. Then, after all the steps taken to safeguard possible innocence, the man is hanged. What evidence is there likely to be thereafter to demonstrate error? In 1876 WILLIAM HABRON was convicted of the murder of NICHOLAS COCK. CHARLES PEACE was present at the trial, and later, when himself lying under sentence of death for another murder, confessed to murdering COCK. Luckily, WILLIAM HABRON had been reprieved, and after a further investigation, he received a free pardon and an indemnity of £800. Supposing HABRON had been hanged, and PEACE had murdered no one else, would he have confessed? It seems improbable. Take a case of conviction not for murder. ADOLPH BECK was convicted, and owed his subsequent rehabilitation to a later charge of a similar kind bringing out that he had been mistaken all through for another man. The innocence of a man hanged for murder could never have been established in that singular manner. How near OSCAR SLATER went to death: Yet his conviction was many years later quashed by a Court of Criminal Appeal, specially given retrospective jurisdiction to try his appeal. He may have been innocent; he most certainly ought never to have been convicted. It may be said of WILLIAM HABRON and OSCAR SLATER that the Home Secretary prevented the worst consequence of wrong convictions, but that is not the point. The later evidence, certainly in the *Slater Case*, and probably in the *Habron Case*, would never have been forthcoming had the men died by the hands of the law. Still stronger is the case of DOHERTY, related by Lord SHAW in "Letters to Isabel." In spite of the efforts of the judge, who knew that there had been a miscarriage of justice, DOHERTY was hanged, it is said through his case being confused with another. "No evidence at the Home Office"! Is it to be expected there would be evidence at the Home Office? Nothing in the whole wide world is more difficult to establish than a negative. Merely to assert a negative is the idlest form of argument man can indulge in. This particular negative is comforting, but more robust doctrine would carry further. Justice, being human, must sometimes err. It is a solid argument that, when all that is possible has been done to minimise error, we must boldly act, with sorrow that we cannot be infallible, but with a fixed will to do right according to our lights. If it is essential to the case in favour of capital punishment that no mistake can possibly be made, capital punishment stands condemned.

Judg ent Creditor and Preference.

AN INTERESTING point of practice arose before Mr. Justice MACKINNON recently, in connexion with the case of *Hawkins* v. *Trobridge*, which came before his lordship on the 18th and 19th November. The action, in which only the counter-claim remained in issue, was one in which the plaintiff was suing as trustee under a deed of arrangement made by one, CHRISTMAS, in favour of his creditors. The defendant, who was not a creditor under the deed, counter-claimed for a debt incurred long before the plaintiff was appointed trustee. Judgment was given for the defendant on the counter-claim against the plaintiff in his capacity of trustee, under the terms of the deed of arrangement. Mr. WYNN WERNINCK, for the plaintiff, pointed out to his lordship on the 18th inst., that the words of the judgment given in November did not, in his submission, sufficiently indicate the intention of the court in that it was not expressly stated whether it was meant that the defendant should go in and prove like any other creditor against the trustee, or whether his debt should be entitled to any preference. Mr. WERNINCK suggested that the words "*pari passu* with the other creditors," should be added to the judgment. Mr. GRANVILLE SHARPE, for the defendant, said that it was never an issue in the action whether or not the defendant was entitled to preference. The matter was one which would require some time to consider, and he thought that it ought not to be dealt with by mentioning in so short a time. Mr. Justice MACKINNON confessed that he had not fully taken into consideration the question of preference, and he was now of opinion that the suggested alteration ought to be made. "The words ought to be added," said his lordship, "to show that the defendant is not entitled to issue execution to recover the whole of the sum, but only *pari passu* with the other creditors."

The United States Judiciary.

AN ARTICLE which appeared in *The Times* this week, contributed by the Washington correspondent of that journal, deals once again with the old complaint as to the meagre remuneration meted out to the ambassadors and other foreign representatives of the United States. Considering the wealth of the great Republic, it is difficult to understand this unwillingness to treat her representatives in a manner worthy of their standing, and it is consequently not very surprising that many of her citizens, who could bring to the discharge of the duties of diplomacy great and distinguished qualities, are deterred from doing so by reason of the scanty rewards held out to them. But it is not only in the diplomatic sphere that an economy, which can only be described as severe, is the rule. The members of the judiciary, too, are very inadequately paid. For long the Chief Justice of the Supreme Court received the meagre amount of $10,500 per annum, while the Associate Justices were paid $10,000. These sums, we believe, have been increased somewhat in recent years, but even yet the judicial salaries paid in the United States are very much less than those in this country. It is true that this fact appears not to have militated against the securing of many eminent men to accept judicial posts, but it scarcely seems equitable for a great and wealthy nation to be so penurious towards those who fill high and responsible positions. There is, however, one redeeming feature in

connexion with the judicial office in the United States Courts, and that is that a judge who has served ten years and has reached the age of seventy may voluntarily retire and receive the full salary of the office during life. We do not in this country give a retired judge the full salary which he drew while in active service, but the pension to which he is entitled is larger than the salary drawn by his United States *confrère*, and he is thus better off.

Quare Impedit.

THE ANNOUNCEMENT that the trustees of a living in the diocese of Birmingham have issued a writ *quare impedit* against the Bishop of Birmingham in respect of his refusal to institute their nominee (who is understood to have refused to promise compliance with certain requirements of the Bishop as to doctrine and ceremonial) is of unusual interest and importance. Under s. 3 of the Benefices Act, 1898, where a bishop on any ground of unfitness or otherwise *except a ground of ritual or doctrine* refuses to institute a presentee to a benefice and signifies his refusal stating his grounds, the Archbishop of Canterbury and a High Court judge are to be a court of appeal from the Bishop's refusal and "no proceeding in the nature of *quare impedit* . . . shall be taken in any other court in respect of the refusal." It has merely been stated that proceedings of this nature have been started against the Bishop of Birmingham and no other details are given; but as it is understood that the Bishop's refusal to institute is based on grounds of doctrine and ritual, presumably the Divisional Court of King's Bench will be the appellate tribunal.

Ex-Solicitors as Judges.

IT IS A commonplace that solicitors who go to the Bar generally succeed there, but it is not a common event for two ex-solicitors to be appointed judges in the same year. That is what has happened, first, to His Honour Judge HOLMAN GREGORY, K.C., the new judge at the Central Criminal and Mayor's Courts, and, secondly, to His Honour Judge ARTHUR FREDERICK CLEMENTS, who has just been appointed to succeed His Honour Judge KENNEDY in Circuit No. 49 (Kent). Judge KENNEDY has been transferred to the Gloucester circuit, *vice* Judge MACPHERSON, resigned. In recent years there has been a number of instances of the appointment of former solicitors to be judges of the High Court. The late Mr. Justice BAILHACHE and SWINFEN-EADY, M.R. (amongst others) were solicitors before they went to the Bar. Judge CLEMENTS, who has been Recorder of Tewkesbury for several years, was born fifty-two years ago at Newark, and educated privately and at the University College at Cardiff. Mr. CLEMENTS then became articled to a solicitor in Folkestone, afterwards joining a firm practising in the same district, probably little dreaming, when he started practice there, that he would return to the same area in the judge's gown which he is now to don. Later the new judge came to London and built up a flourishing practice, principally as an advocate, at Clerkenwell. His success as an advocate seems naturally to have led him to the Bar, to which he was called by the Middle Temple in 1911, and, joining the Oxford circuit, enjoyed an extensive and varied practice, both in London and on circuit. About five years ago the present Lord Chancellor, then Mr. Justice SANKEY, promoted the revival of the ancient form of training in legal argument known as "mooting" at the Middle Temple, and Mr. CLEMENTS was entrusted with the organisation of the moots which have proved very successful. The new county court Judge has been a member of the Bar Council for some years and will carry with him to the bench the cordial good wishes of all his many friends in both branches of the legal profession. This appointment again calls attention to the question whether transfer from one branch of the profession to the other should not be made easier than it is at present. There are difficulties, no doubt, but not such as should prove insurmountable.

The Highway Code.

ONE of the most important provisions of the Road Traffic Bill is cl. 42, which requires the Minister of Transport to issue "such directions as appear to him to be proper for the guidance of persons using roads." These are to be printed and sold, at a price not exceeding a penny, as "The Highway Code," and it is further provided that failure to observe any provision in the code, without rendering the person at fault liable to criminal proceedings, may be relied upon by any party to any proceedings (whether civil or criminal, and including those in respect of offences under the Bill) as tending to establish or negative any liability in question. Put in other words, such failure is to be *primâ facie* evidence of negligence or breach of duty, which no doubt might be rebutted by a suitable defence, e.g., that violation of the code was the only possible course to prevent an accident.

The observation may be made that a proper highway code is badly needed. Shipowners, and masters of ships, with experience of collisions more disastrous and on a larger scale than even now can take place on roads, long since formulated their sea rules, made statutory in 1846, and now represented by the elaborate code known as the "Regulations for preventing collisions at sea." Those who use roads now assuredly need a similar set of "Regulations for preventing collisions on roads," which, in effect, will be the new highway code. Certain rules governing traffic no doubt exist at the present moment, but they fall far short of deserving the dignity of having the word "code" applied to them.

When the Minister proceeds to his task his foundation must, no doubt, be the "rule of the road" requiring drivers of vehicles to keep to the left so that they may be overtaken or passed on the right. Violation of this rule is made an offence by s. 78 of the Highway Act, 1835, and thus it has statutory force. It is much to be regretted that our nearest neighbours on the Continent, France, Belgium, etc., have adopted the opposite convention, but the task of changing over would probably be regarded as too heavy on either side of the Channel.

Next to the rule as to keeping to the left, the general speed limit (for motor cars only) of twenty miles an hour might have been considered the most important highway law now in existence, but for the fact that it is universally disregarded. As the highway code is at present projected, the general speed limit will not appear in it.

The regulations for preventing collisions at sea contain directions to the masters of vessels whose courses cross one another in order to prevent collisions. The present road rules afford no guidance whatever in such circumstances, either between driver and driver, or pedestrian and driver. A note on the cases in which collisions at cross-roads have been judicially considered (all, curiously enough, in Scotland, but the same law is probably applicable on both sides of the border) will be found at p. 336 of vol. 71 of this Journal. The judges in those cases laid down generally that the driver on the cross-road had a duty of exercising the greater care, but as pointed out in the note, such a ruling is futile unless the driver in question knows or ought to know that he has to give way. Obviously the new code must deal with this point, and notice-boards (which, by the Bill, are to be official only, see cl. 44) will have to be placed on secondary roads at the proper distances from junctions, directing drivers as to their duties. Probably the best way will be to allow them to proceed so as to have a proper view of the main road, and then make them entirely responsible for safety. Divided responsibility leads to accidents, and an elementary acquaintance with mathematics will show that, if two vehicles approaching each other so as to collide, both carefully slow down with proportionate velocity, the collision will still occur, though it may be slightly delayed and less violent. The proper rule, as at sea, is to cast a duty on one side to avert collision.

And as with driver and driver, so with driver and pedestrian. The latter has been authoritatively told in *Boss* v. *Litton*

(1832), 5 C. & P. 407, that, whether paralysed or otherwise, he has the right to walk on the carriageway, which, no doubt, includes the right of crossing it. The driver of a vehicle has the same right, and, as the law is laid down, pedestrian and driver have each the same right to occupy the same spot on the road at the same moment—and hence the judicial confusion apparent in *Neeman* v. *Hosford* and other cases cited in the article on "Contributory Negligence," p. 414, *ante*.

Those responsible for the code will, therefore, have to choose whether the pedestrian crossing a road or persons driving along it must be responsible for avoiding accident, and the only possible conclusion is that which is now practically imposed on pedestrians, of seeing to their own safety, at least on main roads. As an off-set, they should have a reasonable number of sanctuary crossings, where the rule would be reversed, and the motorist would have to stop until the halt, the blind, the maimed, the deaf, and the "jay-walker" were safely over. Every tramway stop where passengers cross the road should be so dedicated. It may be added that, if the pedestrian has to give way as a general rule, it will be in accordance with the principle that the vessel most easily navigated gives way to the other. The pedestrian can turn on his own axis, and, in respect of manœuvring, a car is a clumsy contrivance when compared with the human body. In fact, certain tentative "safety crossings," though not yet full sanctuaries, have been established in Oxford Street, London, and elsewhere.

On roads where footways are provided, the pedestrian who chooses to walk along the carriageway should be at his own risk, though the frequent problem of the muddy path beside the clean tar road makes a difficulty. There are certain long stretches of main roads which are far more dangerous than railway tracks, the pace on which so terrified our great-grandfathers that they kept everything but trains off them.

The code will, no doubt, adopt and stereotype certain signals now in use, e.g., those for "You are free to pass," "I am turning to the right," "I am turning to the left," "I am slowing down," etc. At the back of some cars there is a humorous notice, "If you can read this you are too close." To prescribe a minimum distance between cars going full pace would make for safety, but there might be a question whether it would be practicable.

The different classes of traffic seriously complicate the problem of the highway, and it may perhaps be regretted that, owing to the taxation of cars, and the fact that the congestion of the roads so slows them down that their average pace hardly exceeds that of a horse, horse-drawn vehicles are, to some extent, superseding cars for certain work. Horses are unsanitary in big cities. Under cl. 43 of the Bill, the Minister of Transport is to have very wide powers of restricting the use of particular kinds of vehicles on specified roads, and at the rush hours, the fast transit of suburban workers to and from their work in cities should be paramount. At such hours, slow horse-drawn vehicles on the main thoroughfares of big towns are anachronisms, and costly ones, for they add useless time to that which the worker must devote to earn his living. Closely allied is the question of parking, and here again, only strict necessity should justify stopping for more than a few minutes when traffic fills the road to capacity. One may perhaps expect a rule that vehicles must stop with the kerb on the left, which will avoid one to deal with the dangerous practice of leaving stationary cars head on the wrong way at night with lights full on. As to lights, however, presumably the code will not be concerned to interfere with the independent set of rules made by the Road Transport Lighting Act, 1927, and the regulations thereunder.

As to audible warning of approach, s. 3 of the Locomotives on Highways Act, 1896, requires a car to be fitted with a "bell or other instrument" capable of giving it, and s. 85 (1) (*b*) of the Local Government Act, 1888, requires those who ride on "bicycles, tricycles, velocipedes and other similar machines" to give the warning by sounding a bell or whistle or otherwise. In the result there is a chaos of noises awaiting to be reduced to order. Possibly a code of signals on bells and horns might be evolved. In passing, the requirements as to lights and audible warning are based on the hypothesis that users of the highway have eyes to see, ears to hear, minds to understand, and hands or feet to obey. Clause 5 of the Bill, prescribing for the declaration of physical fitness, may perhaps eliminate some half-deaf or semi-blind drivers of cars, but they will still be allowed to control horse vehicles and the law as to animals on highways is as it has been left by *Hadwill* v. *Righton* [1907] 2 K.B. 345; *Higgins* v. *Searle* (1909), 100 L.T. 280; *Heath's Garage* v. *Hodges* [1916] 2 K.B. 270, and other similar cases laying down that stray cattle are natural objects on the highway which drivers must expect to find there. Now speed has increased fourfold, this is a problem demanding attention, though probably the Minister of Transport could not alter the ordinary law which does not require a farmer to fence off his cattle from the highway.

At the time of writing, Lord BRENTFORD has successfully proposed that the code, before being enforced, shall be sanctioned by resolutions in both Houses of Parliament; if this alteration is adopted, the code may have greater weight, but it will be less elastic, for there will be more difficulty in changing it.

A Genius of the New Year.

[CONTRIBUTED.]

EVERY day is an anniversary—a word with a history—but there are obviously only twelve inseparably associated with the number one which, from Biblical times and the Greek philosophers down to its colloquial or slangy use at the present day, has always had a mystic quality. Antecedently, we might expect that the first day of the first month of the year would mark its chronological distinction by some great event, and with 1930 now just round the corner, we shall not be disappointed—indeed, as lawyers, we shall enjoy it more than any mere civilian, for on that day, two hundred years ago, EDMUND BURKE was born.

Now we cannot pretend to have anything new to say about him, still less will we e'er hint the false pretence—though it would fall, it seems, on credulous ears—that he was a member of our profession: he became a member of the Middle Temple in 1747, but he was never called to the Bar. His greatest biographer, JOHN MORLEY, says: "Like a great many other youths with an eminent destiny before them, BURKE conceived a strong distaste for the profession of the law. His father, who was an attorney of substance"—a neat hit by the literary Olympian—"had a distaste still stronger for so vagrant a profession as letters were in that day"—and so cut off his son with less than the proverbial shilling. But, adds Lord MORLEY—what the junior bar will for ever appreciate—"He began at the bottom of the ladder, mixing with the Bohemian society that haunted the Temple, practising oratory in the free and easy debating societies of Covent Garden and the Strand and writing for the booksellers." Without speculating whether, if Bohemian society haunted the Temple to-day, we should have more BURKES, we may quote his own opinion on his abandoned vocation, delivered in the House of Commons in April, 1774, on American Taxation: "The law is in my opinion, one of the first and noblest of human sciences: a science which does more to quicken and invigorate the understanding than all the other kinds of learning put together; but it is not apt, except in persons very happily born, to open and to liberalise the mind exactly in the same proportion." The panegyric is obviously rhetorical but, at any rate, it does not condescend to vulgar sneering. Though he was not called to the Bar, he had a passion for truth, and he would probably agree that the immortal compliment applied to himself—in fun—"born for the universe"—belonged

more properly to a BACON or a ROMILLY. Will not his fame ultimately rest on his having more than any man (except ARISTOTLE) made the science of politics a deductive one?

Much more is due to so great a memory, and one point at least is demanded by accuracy. BURKE was indeed born on New Year's Day, but was it old style or new style? In other words, what is a New Year? It is an arbitrary fixture—as any point in any circle might be, say Charing Cross for the Inner. In this country, as everyone knows, till 1752 it began on 25th March,* till by virtue of s. 1 of 24 Geo. II c. 23, sometimes called the Calendar (New Style) Act, 1751, the existing institution was—thanks to Lord CHESTERFIELD—inaugurated. According to the preamble the Martian date "hath been found by experience to be attended with divers inconveniencies, not only as it differs from the usage of neighbouring nations, but also from the legal method of computation in that part of Great Britain called Scotland," where the change had been made in 1600, "and from the common usage throughout the whole Kingdom and thereby frequent mistakes are occasioned," etc. (Probably, by the way, this is the only statute in existence which purports to legislate for eternity, as it decrees that "in every year which shall happen in time to come" January 1 "shall be reckoned . . . the first day of the year.")

Now, why was January seized on? Because it was first in the Julian Calendar, i.e., Julius Cæsar in 46 B.C. made its primacy *permanent*, for, in 153 B.C. that date was first "fixed as the term for changing the supreme magistrates and in consequence of this [was] long since predominant in civil life" (Mommsen). That great scholar tells us that originally "the Roman year began with the beginning of spring," the first month being named after Mars; "the *eleventh* from opening (*Januarius*) with reference probably to the renewal of agricultural operations that followed mid-winter and the season of rest." If we persist in asking how the *name* got in at all, we must be content with what the Romans, who traced it to Numa, tell us, i.e., when they did not know an origin, they put it down to Numa (the equivalent of our King ARTHUR, if either of them ever existed at all, or better, as FRAZER says, of a sort of Moses).

The story was that the name was homage to Janus, who presided over all beginnings (and so looked inside and out, whence *Janua*, a door). The truth probably is that some amateur writer, finding both *Janus* and *Januarius* well established, connected two things which have nothing to do with one another; the classics abound with light-hearted philology, the myth being, as MAX MÜLLER said, "a disease of language." It is true that Numa's (legendary?) apprenticeship to the Greeks confirms the experts' view that the old Roman Calendar was very early based on the Greek, though, as we know the latter, it has no New Year; all the authorities on this obscure subject tell us is that individual great Hellenic races, Ionians, Derians, etc., began their year at solstices or equinoxes.

Now, Julius was a very practical man, and when he made his reform, we are told, he *originally* intended to begin the year with the shortest day, but the winter solstice of 46 B.C. at Rome took place on 24th December of his reckoning, and so, probably, he delayed his opening day, so to say, "to gratify the superstitions of the Romans by causing the first year of the reformed Calendar to fall on the day of the new moon." When someone told Cicero that Lyra would rise the next morning, he said, "Yes, on account of Cæsar's edict, no doubt."

Here we have got to the bottom—at present—of the problem. It was the solstices and the equinoxes—astronomy, in fact, in trust for agriculture—which made the almanac. This we know from the East: Cæsar knew of the Hebrews but the Greeks did not, and "anniversary" is a phrase common to Hebrew and Latin: "the return of the year" (in 2 Samuel II, 1; 1 Kings, 20, 22, 26, etc., in R.V., not A.V.) is a correct literal translation. At what date the ancient Hebrews had a fixed New Year's Day is very much disputed: the verse, Exodus 12, 2: "This month shall be unto you the beginning of months: it shall be the first month of the year to you," is not as it seems, conclusive, for at some remote period the Hebrew *cycle* changed its fixed point and we do not know the date of this law, and, as a matter of fact, the Passover which it ordains has been celebrated for unknown centuries on the *seventh* month, reckoning from New Year's Day, which for an equally long time has been naturally held on the first day of the first month of the Jewish year; but that seventh month, though it has no religious precedence, had a sort of civil, being always *enumerated* first in order of the months—which points, perhaps, to some prehistoric hegemony. But the wonderful Hebrew Calendar does help our quest to this extent—that both the first and the seventh month are about the equinoxes—this year, 1930 or 5690, the first of the seventh month falling on 30th March, nine days after the vernal equinox and the New Year on 23rd September, which is the autumnal equinox. In other words, in the interest of the crops, the Israelite map of time followed the sun and the moon, and this Cæsar may well have known.

At any rate, *le jour de l'an* became a popular holiday at Rome and the custom of giving New Year presents, *strenæ*, i.e., *étrennes*, grew to such an extent that some of the Emperors thought that it was a public nuisance and stopped it, while others encouraged it (i.e., gifts to themselves). Except among the Latin races, at any rate since the Reformation, the practice has not much "caught on." The earliest mention of New Year's Day in this country, recorded by "Murray," is in 1200, and of a New Year's gift not till 1530; the latter, so to say, was swamped by Christmas. However, it is said that "pin money," now a political asset, was originally a conjugal offering on 1st January to ladies, when that microbe of the toilette was a novelty. The solitary reference to this annual liberality by SHAKESPEARE is Falstaff's, at the Garter Inn, Windsor: "if I be served such another trick, I'll have my brains ta'en out and buttered and give them to a dog for a New Year's gift." The inconsequence of the last few words perhaps suggests that the comedy itself was a *souvenir* for 1601–2—it was licensed on 18th January, i.e., six days after New Year O.S.—to the Queen who had "commanded" another exhibition of the knight, whose anagram is "a cropper, a propper and a whopper." If so, it is the most immortal *étrenne* ever given.

H. C.

* It does not appear why on November 1, 1710, Swift writes to Stella: "I wish M.D. a Merry New Year, you know this is the first day of it with us." Yet on the following December 31st and January 1st he chaffs her merrily enough about the New Year.

Company Law and Practice.

X.

THE particulars of the remuneration of directors which must be disclosed in the accounts of a company were discussed here last week. This disclosure is an annual affair, which must be made in the company's accounts in any event; but there are also provisions in the Companies Act, 1929, which may be brought into operation by the members of a company, and which provide for a greater amount of information being given to them than is necessary in the case of the inevitable annual disclosure. The material section is 148 of the Companies Act, 1929, which provides for the furnishing of a statement, certified as correct or with such qualifications as may be necessary by the company's auditors (what must appear in this will be considered a little later) on demand for such statement being made in writing to the directors by members of the company entitled to not less than a quarter of the aggregate number of votes in the company. The statement must be furnished within one month from the receipt of the demand, though the demand is to be ineffectual if the company within one month

after the date on which the demand is made resolve that the statement shall not be furnished. It is easy to see that with a provision of this nature it was essential to introduce considerable safeguards to prevent the abuse of it by, say, trade competitors, or ill-disposed, or merely curious persons; the necessity of the backing of 25 per cent. of the voting power, and the possibility of avoiding the disclosure by a resolution of the company passed by a simple majority, seem adequate, and indeed, perhaps, too stringent for this purpose, for experience shows that it is by no means easy, especially in the case of a large public company, to get 25 per cent. of the voting power to subscribe to any form of document.

The demand, it will be observed, must be made in writing to the directors of the company: what is the procedure to be adopted in such a case? The reasonable construction to be put upon sub-s. (1), it is submitted, is that a demand in writing served at the registered office, and purporting to be a demand to the directors of Blank Limited, satisfies the requirements; and that to treat the directors for this purpose as separate individuals, and to address and serve notices on each of them, is unnecessary, and going further than the section requires.

The two material points of time referred to in the section may cause a certain amount of trouble. The statement is to be furnished within a period of one month of the receipt of the demand, the section says; while the demand is to be of no effect if the company resolves within one month after the date on which the demand is made that the statement shall not be furnished. Is the date on which the demand is made the same as the date of the receipt of the demand? Common sense (an untrustworthy guide, perhaps, in attempting to construe present-day legislation) seems to suggest that they must be the same, but if this be so, why was not the same expression used in both places in the section? If it be not so, it might be that the time during which the company could resolve not to furnish the information would expire before the information was due, a result which, though not fraught with any particular consequence, is probably not what was intended. On the whole it seems safe to assume that these periods are co-incident, and also that they commence from the delivery to the registered office of the Company of the requisite demand.

What is the information which the requisitioning shareholders can demand? "A statement," says s. 148 (1), "certified as correct, or with such qualifications as may be necessary, by the auditors of the company, showing as respects each of the last three preceding years in respect of which the accounts of the company have been made up the aggregate amount received in that year by way of remuneration or other emoluments by persons being directors of the company, whether as such directors or otherwise in connexion with the management of the affairs of the company . . ." This aggregate amount must include all payments made for his own use to a director who is a director of a subsidiary company or a director of any other company by nomination of the company, either as director of, or otherwise in connexion with the management of the affairs of, such subsidiary or other company.

Section 148 (4) contains a definition of emoluments in the same terms as those used in s. 128 and referred to last week; and s. 148 (2) provides that sums paid by the company for income tax, super-tax and sur-tax on behalf of any director must be treated for the purposes of the section as being part of his remuneration, and disclosed in the total sum accordingly.

There is no necessity to show the amounts received by any individual: the total aggregate in respect of each year is all that is required.

More is required to be disclosed under this section than in the annual accounts under s. 128; the latter section excludes a managing director entirely, and also excludes directors who hold salaried employment in the company, except as regards sums paid by way of directors' fees. Section 148 contains no such exceptions, and, indeed, expressly states that the payments include payments made to directors "whether as such directors or otherwise in connexion with the management of the affairs of the company." Further, payments made free of income tax and sur-tax are to be assessed at their true values, a state of affairs by implication unnecessary in the annual accounts.

The section contemplates cases where the auditors may not be in a position to certify that the statement is correct, by allowing the certificate of correctness to be qualified in such a way as may be necessary; but a penalty of £50 may be imposed on a director who fails to comply with the section by not furnishing the required statement to all the members within one month, and presumably the directors would be bound to satisfy themselves of the correctness or otherwise of the statements therein.

Burst and Leaky Pipes.

FROST—or, to be strictly accurate, the thaw which follows frost—may cause as much damage to property as fire does; but there is no direct reference to it in any statute or rule of law, and seldom any in a lease. The position of landlord and tenant as regards fire is clearly defined; originally, if premises were injured or destroyed by fire, the tenant could be sued for waste; an act of Parliament, the Fires Prevention (Metropolis) Act, 1784, modified this rule by exempting occupiers in the case of fires "accidentally begun." Agreements between landlord and tenant are, however, saved; and most leases contain covenants for insurance and qualifications of repairing and other covenants which fix the respective liabilities of the parties in this regard.

There appears to be no decision in England arising out of the bursting of pipes owing to frost. In Scotland, a tenant, who left her villa empty for a month during winter without turning the water off or informing her landlord, was held liable for damage so occasioned (*Mickel* v. *M'Coard* [1913] S.C. 896); but in England we are thrown back on illustrations of more general principles. The effect of these is that in so far as frost is an act of God, the responsibility under covenants to repair, express or implied, and the liability for rent, remain (see *Paradine* v. *Jane* (1647) Aleyn, 26, applied in *Redmond* v. *Dainton* [1920] 2 K.B. 256), but the tenant has not committed the tort of waste.

In construing a covenant qualified by the words "fire, flood, storm, tempest, or other inevitable accident excepted," the court applied the *ejusdem generis* rule, and held that damage due to a beam breaking was outside the of the scope exceptions (*Saner* v. *Bilton* (1878), 7 Ch. D. 815, followed in *Manchester Bonded house Co.* v. *Jarr* (1880), 5 C.P.D. 507). The accident might have been avoided if the building had been properly constructed, and was consequently not inevitable. If, then, the bursting of pipes occasions damage to a house let on an agreement containing a similarly qualified covenant, the question of liability would, if the landlord were the covenantor, turn on the question of inevitability, and the Scottish case mentioned above might be of use.

An attempt by a tenant to claim on the ground of a covenant for quiet enjoyment failed in the case of *Anderson* v. *Oppenheimer* (1880), 5 Q.B.D. 602, C.A., the court holding that the covenant was not broken, being prospective in its operation; the pipe which gave trouble was indeed on another floor than that let to the plaintiff, but had been there at the time of the demise.

When the property is within the first section of the Housing Act, 1925, the landlord would presumably be liable to repair the pipe, but would not be *prima facie* liable for damage done before notice received (see 73 SOL. J. 742). Nevertheless, it would be advisable for him, in the event of a long frost, to exercise his right of entry under s. 1 (2) to see what precautions were being taken.

The fact that the tenant is under a covenant to repair does not, of course, absolve the landlord, if he occupies part of the premises, from his duty to take reasonable care to

prevent any escape of water from his premises, and tenants of parts of buildings have successfully sued their landlords not as landlords but as neighbours. But the duty is, as stated, not absolute; in the case of a domestic supply of water the principle of *Rylands* v. *Fletcher* does not apply, as was held in *Carstairs* v. *Taylor* (1871), L.R. 6 Ex. 217, in which the leak was found to be due to the action of a rat. The same case disposed of the suggestion that a landlord retaining control of part of the premises is under an implied contract which would fix him with liability. In *Anderson* v. *Oppenheimer*, *supra*, the whole house was let, but the cistern supplying them was not included in any demise; the actual leak, however, occurred in a branch pipe, and the jury negatived the idea of negligence. Again, in *Blake* v. *Woolf* [1898] 2 Q.B. 426, the ruling was that in order to succeed the tenant must prove some wilful default on the part of the defendant landlord, negligence being the true test; and in that case the facts were that a leak having been discovered the defendant had instructed a *prima facie* competent contractor to repair it, and the damage arose from the way in which the repair had been effected. But when the trouble is caused by negligence on the part of an employee, the landlord will be held liable: see *Ruddiman* v. *Smith* (1889), 37 W.R. 528, in which a foreman employed by the landlord (who occupied the top floor) had turned a tap on and, when no water was forthcoming, left it open. And if the landlord be given notice of a defect in a pipe not repairable by the tenant, the latter is not liable for subsequent damage to the part demised: *Citroun* v. *Cohen* (1920), 36 T.L.R. 560.

The governing principles were discussed at length by Lord Moulton in *Rickards* v. *Lothian* [1913] A.C. 263, a Privy Council appeal in a case which originated in a county court at Melbourne. The plaintiff there had failed to satisfy the jury that the overflow was due to the defendant's negligence, and they indicated that in their opinion a mischievous child was the cause.

A Conveyancer's Diary.

Restrictive Covenants—*continued.*

As appears from my other articles on this subject, a purchaser for value of a legal estate is not bound by restrictive covenants affecting the land, unless he has notice of them. The question of what amounts to express or constructive notice has already been dealt with, not exhaustively of course, but I hope with sufficient precision to put the practitioner on his guard. There remains the question of statutory notice by reason of registration under the L.C.A., 1925.

The registration of restrictive covenants as a burden upon land is an innovation effected by the L.C.A., 1925, and it is worth while to recall the actual provisions of that Act in regard to such covenants.

By s. 10 (1) it is provided that certain classes of charges on, or obligations affecting, land may be registered as land charges in the register of land charges. Amongst the classes of charges so registrable is:—

> Class D.—A charge or obligation of any of the following kinds, namely:—
>
> (ii) A covenant or agreement (not being a covenant or agreement made between a lessor and lessee) restrictive of the user of land entered into after the commencement of this Act (in this Act referred to as "a restrictive covenant").

A restrictive covenant entered into after the commencement of the L.C.A., 1925, may therefore be registered as a land charge. The result is that, if so registered, a purchaser for value is deemed to have notice thereof whether he makes a search in the land register or not. This follows from the very important provisions of s. 198 of the L.P.A., 1925, which reads as follows:—

> The registration of any instrument or matter under the provisions of the Land Charges Act, 1925, or any enactment which it replaces, in any register kept at the Land Registry or elsewhere, shall be deemed to constitute actual notice of such instrument or matter, and of the fact of such registration to all persons and for all purposes connected with the land affected, as from the date of registration or other prescribed date and so long as the registration continues in force.

It would seem, therefore, that a purchaser under an open contract is saddled with notice of registered restrictive covenants entered into since 1925, although he may have made no search and no disclosure may have been made by the vendor of the existence of such covenants (*Re Forsey and Hollebone's Contract* [1927] 2 Ch. 379).

Apart from that provision, there is the further provision contained in s. 13 (2) of the L.C.A., 1925, which is to the effect that a land charge of (*inter alia*) Class D, created or arising after the commencement of that Act, shall be void as against a purchaser of the land charged therewith or of any interest in such land, unless the land charge is registered in the appropriate registry before the completion of the purchase. It was this provision that gave rise to the establishment of a system of "priority notices" contained in the L.P.(Am.)A., 1926, s. 4 (1), and also to the protection afforded to a purchaser who has obtained an official certificate of search, by *ibid.*, s. 4 (2).

The "priority notice" is intended primarily to meet a case where a purchase and mortgage are entered into simultaneously. Thus, a purchaser borrows money on the security of the property purchased and the conveyance and mortgage are completed at the same time. The conveyance may contain restrictive covenants entered into by the purchaser, but if the conveyance were not registered before the completion of the mortgage the covenants would, under s. 13 (2) of the L.C.A., be void against the mortgagee. In order to provide against that, a "priority notice" may be given under s. 4 (1) of the L.P.(Am.)A., 1926, which is to the effect that any person intending to make an application for the registration of any charge, etc., may give a priority notice at least two days before the registration is to take effect, and that where such notice is given, if the application is presented within fourteen days thereafter and refers in the prescribed manner to the notice the registration shall take effect as if made at the time when the charge, etc., was created, entered into, made, or arose, and the date at which the registration so takes effect shall be deemed to be the date of registration.

The protection afforded to a purchaser by an official certificate of search as extended by s. 4 (2) of the L.P.(Am.)A., 1926, is also pertinent and important, and applies not only to restrictive covenants and other charges falling under Class D, but to all registrable charges. That sub-section provides that where a purchaser has obtained an official certificate of search, any entry made in the register after the date of the certificate and before completion of the purchase, and not made pursuant to a priority notice entered in the register, shall not affect the purchaser if the purchase is completed before the expiration of the second day after the date of the certificate. The protection which this sub-section gives is of obvious practical importance, and is, of course, generally relied on in practice, although, no doubt, personal searches continue to be made.

There are some further interesting points arising with regard to restrictive covenants and other charges of Class D which I hope to deal with in a future issue.

Mr. Valentine George Stapleton, solicitor, Stamford, late Coroner for the Stamford of Kesteven and for the County of Rutland, a local director of the Royal Insurance Company, who died at Bournemouth in October, left estate of the net value of £38,242. He left (*inter alia*): £100 each to his salaried partners; £5 for each year of employment to the other persons engaged in his business; £10 to the office charwoman; £25 to George Bull, gardener (if still in his service); and three months' wages to each of his domestic servants.

Landlord and Tenant Notebook.

Relief Against the Covenant to pay Outgoings.

Statutes which provide for the compulsory re-building or reconstruction of buildings in the interests of safety and public health usually authorise the authorities charged with their administration to order the owner or the occupier to do or to pay for the work. Whether the owner or occupier, if he be not the only person interested in the property, will then be able to recover from someone else, is, in the case of landlord and tenant, generally a matter that depends on the existence and construction of a covenant to pay outgoings. Towards the end of the nineteenth century a form of covenant had come into vogue, so comprehensive in its language that no tenant who had subscribed to it could hope to escape liability: see the decision in *Foulger* v. *Arding* [1902] 1 K.B. 700, C.A., and cases cited.

The Legislature, possibly taking pity on tenants caught unawares, then introduced a new principle into some of its measures—a court of justice is to decide what is "just and equitable," and apportion liability accordingly. Various statutes now contain such a direction, but no uniform section has been evolved; and this, and the nature of the principle, have led to much litigation.

Thus, in *Monk* v. *Arnold* [1902] 1 K.B. 761, work (the provision of means of escape from fire) had been done by the owner-landlord, pursuant to the Factory and Workshop Act, 1891, s. 7 (2). Under that statute the owner, if he alleges that the occupier ought to bear or contribute towards the expenses, can apply to the local county court, and the judge is to make such order as appeared "just and equitable." The occupier was a tenant bound by a covenant to pay outgoings, in reliance upon which the owner sought to make him liable for the whole of the outlay. The county court judge considered that under the statute the covenant was not conclusive, and, in upholding him, the Divisional Court pointed out that the primary object of this Act of Parliament was to secure safety in factories and not to regulate the relationship of landlord and tenant, which the Legislature did not care or did not stop to consider; the landlord being made liable in the first instance because it was in the public interest. The court also ruled that "ought to" does not mean "is liable in law to"; that the county court judge is authorised to apportion, and need not impose liablity on one party only; but that he must consider any contract between the parties, and see whether its terms are just or otherwise.

The Factory and Workshop Act, 1901, s. 101, which relates to underground bakehouses, adopted the same principle, but applied it in a different way. The occupier is primarily liable; he can (sub-s. (8)) allege that the whole or part of the expenses of alteration ought to be borne by the owner; and the court (police court) may make such order (including one for apportionment) as appears just and equitable under the circumstances of the case, regard being had to any contract between the parties. Alternatively, the occupier may ask for an order determining the lease. Two cases decided under this section are difficult to reconcile with other decisions referred to in this article, even if the differences between the various statutes be allowed for. In *Goldstein* v. *Hollingsworth* [1904] 2 K.B. 578, the tenant had entered into a covenant to pay outgoings after, in *Morris* v. *Beal*, *ibid.*, p. 585, before, the passing of the Act. But in each case the court upheld, upon a case stated, a decision of the magistrate refusing to transfer any part of the burden to the landlord. In *Goldstein* v. *Hollingsworth* it was pointed out that the older statute under which *Monk* v. *Arnold*, *supra*, was decided, did not give so much importance to the language of the contract between the parties; and Kennedy, J., went so far as to say that it would be neither just nor equitable to make an order where there was a covenant to pay outgoings. In *Morris* v. *Beal* it was again said that where there is an express covenant the question of what is just and equitable does not arise; but this *dictum* must, in our view, not be divorced from a passage in which it was pointed out that the tenant could have asked for the lease to be determined.

In *Horner* v. *Franklin* [1905] 1 K.B. 479, C.A., the Factory and Workshop Act, 1891, s. 7 (2), again came under discussion; and while the case was decided on a point of jurisdiction—the landlord had sued on his covenant in the High Court, and it was held that his only remedy was by application to the county court—observations were made by the Court of Appeal on the substantive law. It was said *obiter* that it might be "just and equitable" to throw the whole of the burden upon a tenant; that the contract must be regarded (it will be remembered that this section gave no direction in the matter); and Romer, L.J., reserved his opinion as to *Goldstein* v. *Hollingsworth* and *Morris* v. *Beal*, *supra*. This decision was followed in *Stuckey* v. *Hooke* [1906] 2 K.B. 20, C.A., which turned upon the question of jurisdiction under the Factory and Workshop Act, 1901, s. 101 (8).

The London Building Act (Amendment) Act, 1905, s. 20, is more elaborate. Work having been ordered, the county court may, if several persons be interested in the premises, apportion the expenses as seems just and equitable in the circumstances, regard being had to any lease or contract affecting the building. In *Monro* v. *Lord Burghclere* [1918] 1 K.B. 291, C.A., the plaintiff was the holder (as executor) of a long lease and was liable in the first instance as "owner"; the defendant was the reversioner; a third party was dismissed from the suit by the county court because his holding was part only of the premises. The head lease was made before the Act was passed; but the covenant referred to outgoings, etc., which are now or *may at any time hereafter*, etc., and expressly mentioned "such works as may under any . . . Acts of Parliament . . . *hereafter to be passed*," etc. The Divisional Court then laid down the principle that by using the word "equitable" Parliament implied a right to relieve against hardship so that the terms of a covenant to pay outgoings need not be followed. They are, however, to be considered; and another factor is the circumstances obtaining when the covenant was made: the court should see whether the parties had contemplated the possibility of some such event as the ordering of work by the local authority. In that case, having regard to the lease and the fact that, some years before, similar burdens had been imposed in respect of factories, the parties had been alive to the possiblity; consequently the decision of the county court—to give effect to the covenant—stood.

The effect of these decisions appears to be that the following matters are to be taken into account: as regards the statute, whether it gives alternative relief to the party primarily liable; as regards the lease, whether the parties thought of the statute or of the chances of its coming into being.

Our County Court Letter.

THE OWNERSHIP OF LOST PROPERTY.

THE above problem recently arose at Gloucester County Court in *Price* v. *Allen*, in which the plaintiff claimed the return of a black spaniel valued at £5 5s., and 10s. damages for detention. The animal had strayed, and—as the name on the collar was obliterated—she had been taken to the dogs' home, where she had been kept for ten days, and had then been bought by the defendant for 4s. A licence and new chain were obtained, but the spaniel was later recognised by the plaintiff, who asked for the return of his property, and offered the defendant another dog, together with repayment of the 4s. and the cost of the licence. The defendant contended that, having been kept for seven days, the spaniel had automatically become the property of the dogs' home, and had then become his property by purchase. His Honour Judge Macpherson remarked that that attitude was comprehensible, as the Dogs

Act, 1906, s. 3 (4), empowered the chief officer of police, or any person authorised by him, to sell or destroy a dog at the expiration of seven days. On the assumption that the head official was properly authorised, the dogs' home had become entitled to exercise the statutory power of sale, and an interesting legal problem therefore arose. His Honour held, however, that the spaniel came into the defendant's possession by accident, and that nothing had happened to deprive the plaintiff of his ownership. An order was accordingly made for the delivery of the dog to the plaintiff, subject to the payment of 11s. 6d. costs to the defendant.

It was held in *Bridges* v. *Hawkesworth* (1851), 15 Jur. 1079, that a shopkeeper cannot claim to have become possessed of bank-notes dropped by a stranger, and picked up by another customer. The plaintiff had found a parcel of notes, amounting to £65, in the defendant's shop, and had asked the defendant to keep them until claimed by the owner. Advertisements were inserted in *The Times*, but no one claimed the notes, and three years later the plaintiff applied for the return of the notes, offering the cost of the advertisements and an indemnity. The county court judge at Westminster held that the defendant was entitled to the custody of the notes as against the plaintiff, but the Court of Queen's Bench reversed this decision. Mr. Justice Patteson and Mr. Justice Wightman held that there was no circumstance taking the case out of the general rule of law, viz., that the finder of a lost article is entitled as against all persons except the real owner, and that the place in which the article is found makes no legal difference. Judgment was therefore given for the plaintiff for £50 and costs.

This decision followed *Armory* v. *Delamirie*, I Smith's L.C. 393, in which a chimney sweep found a ring and took it to the shop of the defendant, who was a jeweller. The defendant's apprentice offered the plaintiff three halfpence for the ring, which was ultimately handed back without the stones. In the subsequent action, it was laid down by Sir John Pratt, L.C.J., that the finder of a jewel, though he does not acquire absolute ownership, has such a property as will enable him to keep it against all but the rightful owner. Judgment was therefore given for the value of a jewel of the finest water which would fit the socket, according to expert evidence.

The two last-named cases were distinguished, however, in *South Staffordshire Water Company* v. *Sharman* [1896] 2 Q.B. 44, in which the plaintiffs employed the defendant to clean out a pool. Two gold rings were thus discovered, and the defendant handed them to the police, who were unsuccessful in finding the owner, and returned the rings to the defendant. The plaintiffs then brought an action in detinue, and the county court judge at Lichfield gave judgment for the defendant, but the decision was reversed by the Divisional Court. Lord Russell, L.C.J., based his judgment on the ground that possession of land carries with it the possession of everything attached to or under the land, even if the possessor is unaware of the thing's existence. *Bridges* v. *Hawkesworth*, *supra*, was distinguished on the ground that the notes were dropped in the public part of the shop, and were never in the custody of the shopkeeper, or "within the protection of his house." Mr. Justice Wills concurred, as there would otherwise be encouragement to dishonesty. Judgment was therefore entered for the plaintiffs.

Practice Notes.

THE PROTECTION OF SEA FISHERIES.

THE difficulties of magistrates, in regard to conflict of evidence, were recently illustrated at Aberystwyth in *Lancashire and Western Sea Fisheries Joint Committee* v. *Edwards*. A local bye-law provides that no person fishing within the three-mile limit shall use a vessel propelled otherwise than by sails or oars and using hooks and lines, and the defendant (as skipper of the "Lizzie Melling") was charged with an offence by means of a steam trawler. The patrol boat had run in line with New Quay Head, in a northerly direction, but her log only registered two miles when alongside the "Lizzie Melling," and the latter vessel was shown by the bearings to be only two miles from the shore. The correctness of the bearings was shown by the soundings, which showed 12½ fathoms, and thus agreed with the chart. The chief officer (*a*) admitted that his log registered three miles on the return journey, but the trawler could drift half a mile in the intervening half-hour; (*b*) denied that it was odd for the trawler to be using bobbins, although the latter were suitable for rough ground, and not for the fine sand within the limit. The defendant's case was that he was over three miles out, where the soundings showed 19 fathoms, and he could not have got within the limit by the time the patrol boat arrived. The trawler could only do two miles an hour with the bobbins on, and the irons were rusty, whereas if they had been dragged over fine sand they would have been polished. It was contended that (1) it was impossible (in a lively motor boat) to take accurate bearings with a small compass, or to gauge distance with a small log; (2) it was ridiculous to suggest that the trawler could drift a whole mile in half an hour, and the prosecution had made a miscalculation of half a mile. The bench found the case proved, and (in view of a previous conviction) the maximum fine was imposed of £20 and costs.

BILIOUSNESS AND MOTORISTS' INSURANCE.

THE mutual bearing of the above was recently considered at Manchester County Court in *United British Insurance Company Ltd.* v. *Bamford*, in which the plaintiffs claimed repayment of £56 by reason of non-disclosure of material facts in a proposal form. The defendant had had two accidents, by reason of his being taken suddenly ill and losing control of his car, and it transpired that since the war he had suffered from biliousness, which made him helpless for about an hour. The plaintiffs contended that he should have disclosed these attacks, instead of returning a negative answer to their question, viz., whether the insured or his chauffeur suffered from any physical infirmity. The defendant's case was that (*a*) he understood the question referred to a physical disability, such as the loss of an arm or leg, (*b*) if he had been asked about his general health he would have mentioned the bilious attacks, although he regarded them as trivial, at the time, but he had since decided to give up driving. His Honour Judge Leigh observed that the defendant had never suffered from the complaint until he left the army, and he had only had four attacks before signing the proposal form. An interval of nearly seven years had elapsed between the last attack and the signature—the result being that the defendant had given a true answer, and the plaintiffs had not proved their case. Judgment was therefore given for the defendant, but His Honour expressed his appreciation of the plaintiffs' public service in raising the issue. There was a danger, first, in filling up proposal forms in a lax way, and secondly, in persons driving who were liable to lose control through no fault of their own.

A GAP IN HISTORICAL LITERATURE.

A phase of Irish history practically neglected by historians is that regarding the real condition before the law of agricultural workers, and of manor and church-land tenure, in mediæval Ireland. There is, so far, no work published dealing adequately with Villeinage in Ireland, although we have many such treaties on the corresponding English and Continental tenures. Dr. William J. Maguire, M.A., B.L., Kilkerran, 34, Lindsay-road, Dublin, is at present collecting materials for the work, and he would be glad to hear from persons who may be in a position to communicate instructive particulars concerning the subject. Any documents forwarded to him will be returned to the owners without delay.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Landlord and Tenant Covenant TO KEEP IN GOOD AND SUBSTANTIAL REPAIR AND CONDITION—PAPERING.

Q. 1814. We should welcome an expression of opinion as to a tenant's liability for dilapidations in respect of interior decorations in a good-class residential house under the following covenant: "The lessee will preserve and keep the whole of the said demised premises and all fixtures and fittings thereon and any additions made or to be made thereto other than the roof, main walls, and main timbers thereof in good and substantial repair and condition and in the same good and substantial repair and condition deliver up to the lessor." We submit that the tenant's obligation under this covenant is simply to put the interior of the premises in a state of repair reasonably fit for the occupation of a tenant of the class likely to take the house, and not to put it in a state of decoration which such prospective tenant would presumably desire, and this we think is the real effects of the judgments in *Proudfoot* v. *Hart*. It is contended against us that the tenant must put the interior of the premises in such a state generally as would meet the requirements of a prospective tenant. The following instance affords a good illustration of the principle in dispute: The drawing room is a very large room, and the paper is in excellent condition except for a patch 4 feet square in one corner which has become faded. Our view is that in respect of the papering of this room there is no want of repair, although re-papering might be desirable as a matter of decoration. It is urged against us that the tenant is liable to re-paper the whole of the room under her covenant. We should very much like to hear which view, in your opinion, correctly represents the law as laid down in the case of *Proudfoot* v. *Hart*.

A. The courts do not seem to have applied themselves in any of the reported cases to a distinction between the words "repair" and "condition." It has been laid down in *Proudfoot* v. *Hart* that repair does not ordinarily include re-decoration. In our view, however, the word "condition" goes somewhat further, but even that word does not include a liability to re-paper a room on account of a small faded patch in one corner. It is considered that the querist is right in his construction of the obligation subject to this, that deterioration of the neighbourhood by reason of which the class of tenant would be likely to take the house at the end of the lease would be less particular as to requirements that the class for whom it was suitable at the commencement of the lease does not affect the tenant's liability (*Calthorpe* v. *McOscar* [1924] 1 K.B. 716).

Misdescription of "New" Motor Cycle.

Q. 1815. A client of mine purchased a motor cycle in September last which was represented to him to be a 1929 model, slightly shop-soiled, on which account a small reduction was made in the price. A hire-purchase agreement was then executed whereunder my client promised to pay the amount due to some finance corporation. When my client had the motor cycle delivered to him he found on close examination of the engine, and on enquiring from the manufacturers, that the machine in question had only left their works in 1928, and had also passed through the same dealers' hands on two previous occasions, and it had been thoroughly reconstructed after a rather serious accident. The price paid by my client for the machine was £60 10s., whereas the actual market value of the machine sold to him is about £35. On finding out the true facts my client refused to make payments under the hire-purchase agreement, with the result that they threatened to take possession of the machine. I advised my client that so far as the finance corporation were concerned, he had better continue to make his monthly payment, which is being done without prejudice to the position between him and motor cycle dealers. What remedy (if any) has my client against the vendor of the article in the circumstances described above? Can we proceed in the county court to recover the difference in price between the model represented to him and the model he actually obtained, or can we return the motor cycle and sue for the return of all the money he has paid and damages?

A. It appears that the buyer actually took delivery of the cycle, and—as he failed to exercise his right of rejection—he cannot now return the machine and sue for the return of all money paid. His remedy is to sue for fraudulent misrepresentation or breach of warranty, but the former might be difficult to establish, as there is no evidence that the dealers were acquainted with the facts. These were not necessarily within the dealers' knowledge, as the reconstruction might have been done at the instance of one of the previous owners. Damages can be claimed for breach of warranty, however, and the difference between the price paid and the actual value is recoverable, also the cost of rectifying the hire-purchase agreement. In *Wood* v. *Hallam* (*Birmingham Post*, 3rd March, 1928) a "new 1927 model" was sold in July, 1927, but was proved to have been received from the makers in October, 1926, and to have been previously licensed in October, 1926, and again in April, 1927. The machine had only been kept in the showroom, but was held by Judge Dyer, K.C., to be no longer new, and £35 damages were awarded.

Motorist's Liability for Pedigree Dog.

Q. 1816. A was walking along a road in the company of a fully trained dog, which was walking by his side, but was not on the lead. B was approaching in his motor car and A had to jump to one side to avoid being knocked down. The dog, however, was knocked down and killed. The dog is a very valuable one, costing over £50 when a puppy, and has been fully trained in every respect for sporting purposes. We have an idea that quite recently there have been one or two cases of motors knocking down dogs, but, unfortunately, have not been able to trace the cases. We should be pleased if you could let us know, and also your grounds, whether our client A, the owner of the dog, has any remedy against B the owner of the car. If he has a remedy, we presume the case could be heard in a county court. Is this correct? We should be pleased if you could quote us one or two cases for our perusal.

A. A has a claim against B in the county court for damages for negligence, if B was, e.g., driving too fast, on the wrong side of the road, and gave no warning of approach, provided that there was no contributory negligence on the part of A. The latter might have had to jump to one side, not on account of B's negligent driving, but through A's own efforts to control the dog. There is no record of recent cases relating to dogs, but the latter are in the same category as other domestic animals, and the test is whether the motorist had time to exercise acts of good driving. See per Judge Macpherson in *Ainge* v. *Chaplan*, noted under the title "Farmers' Liability for Animals on the Highway (III)" in our issue of the 14th December, 1929, 73 SOL. J., p. 830. It will be important to have adequate evidence of the value of the dog, as damages are often claimed for a "pedigree" animal which proves to be nothing of the sort.

Obituary.

MR. JOSEPH E. BUSH.

Mr. Joseph E. Bush, Solicitor, and a former Coroner for the Borough of Brighton, died on Sunday, the 22nd December, at the age of eighty-one. After holding the coronership for thirty-three years, Mr. Bush resigned the appointment in 1925. He was admitted in 1872.

MR. C. A. WADE.

Mr. C. Aubrey Wade, Solicitor, Henfield, passed away there recently at an advanced age. Admitted in 1876, he was for many years senior partner in the firm of Messrs. Griffiths, Smith, Wade & Riley, of London, Brighton and Henfield. He was Hon. Secretary of the old Henfield Fat Stock Show and formerly an enthusiastic chess player, in which he was followed by his son Mr. C. J. A. Wade, who at one time represented the county in important matches.

MR. J. D. WALKER.

Mr. John Duguid Walker, Solicitor, Newcastle-on-Tyne, and a Justice of the Peace for that city, died at his residence there on Friday, the 20th December, after a few days' illness, in his eightieth year. Mr. Walker, who was admitted in 1882, had spent all his life in Newcastle, and until recently carried on practice with his son Mr. Norman D. Walker, B.A., LL.B., under the style of John D. & N. D. Walker, at 3, Ellison Place.

MR. A. HOWLETT.

Mr. Arthur Howlett, solicitor, died in London on the 23rd December in his eighty-seventh year. Admitted in Trinity, 1866, he in 1867 joined the firm of Messrs. Wilkinson & Matthews in the practice founded in the year 1799 by Mr. Charles Addis at 5 Gray's Inn Square. He practised at Kingston-on-Thames and in London from that date until the 31st December, 1927, when he retired, having been the senior member of the firm of Messrs. Wilkinson, Howlett & Moorhouse, of 14 Bedford-street, Covent Garden, W.C.2, and Kingston-on-Thames (formerly Wilkinson, Howlett & Wilkinson) since 1903.

Reviews.

The Present Juridical Status of the British Dominions in International Law. By P. J. NOEL BAKER, Cassel Professor of International Relations in the University of London. London: Longmans. 21s. net.

The British Empire, being something of which the world has never seen the like, is but little understood. There are still numbers of people who speak and think of its framework as a rigid structure, while all the time it is exhibiting itself as an organism in active growth, unfolding like a gigantic plant. It is possible for the narrow legalist to point to pieces of dry bud sheath still adherent in places, and speak of them as parts of the tree. But these people, often learned enough, are being forever confounded by the living energy which throws off the dead matter.

Professor Noel Baker has seized the truth, and though he treats with the utmost respect the opinions of others, such as Berriedale Keith, he cannot help demolishing the positions they take up.

In their present stage the Dominions and the Old Kingdom present a fascinating, if somewhat bewildering, study. There are two aspects of the subject; their constitutional relations *inter se*, and their relations with the outer world. Never again will there be the slightest attempt by Great Britain to refuse to the Dominions any consequence of the attainment by them of nationhood. But they have to make their position in a world of nations that have become such in ways hitherto more usual. There is, here and there, some reluctance on the part of these latter fully to recognise the newcomers, but on the whole they are being very much accepted as equal and independent entities, their membership of the closer association of the British Commonwealth of Nations being found not incompatible with their membership of the world family.

It is Professor Baker's great merit that he clearly expounds the double process, of adjustment within the smaller group and of acceptance by the larger, with all the interactions between the two.

Correspondence.

"Who is Owner?"

Sir,—I am sorry to intrude again in this discussion, but the reference to my name in Messrs. Bevir & Son's letter in your issue of the 7th inst. tempts me again to enter the field.

It is said that I am drawing a wrong assumption in taking it for granted that the first person who received the rents might have been treated as an owner. When I said that, I was of course referring to the actual facts in the case of *Watts* v. *Battersea Borough Council*, and I maintain that my assumption is correct. That first person was a rent collector and there is abundant authority for the proposition that such a person is an "owner" within the definition. (See, for instance, *St. Helens Corporation* v. *Kirkham* (1885), 50 J.P. 647, and *Broadbent* v. *Shepherd* (1900), 65 J.P. 70.) In my opinion those cases and the *Battersea Case* between them clearly establish that there can be more than one owner, and if I may say so your comment on my letter in your issue of the 2nd November is a good debating argument which, if it had been addressed to the Court of Appeal on the hearing of the *Battersea Case* might have persuaded the Court to find the other way, but is now too late to be used anywhere but in the House of Lords.

But Messrs. Bevir & Son now introduce a new difficulty, that of enforcing the charge against the property. I am more familiar with the practice under the Housing Act, 1925, than with road charges, and you will be aware that s. 3 provides that the expenses incurred by a local authority in executing works in default of the "owner" shall be a charge on the premises. The local authority can realise their charge by obtaining an order for sale from the High Court or county court, and in the action to obtain that order they would join as defendants not only the person they had treated as "owner," but everyone else with an interest in the property, and if necessary there would have to be an inquiry to ascertain those persons. They would then be bound by the order, and it would not avail them to say that the preliminary notice had been served only on the person who was "owner" within the definition. (See *Paddington Borough Council* v. *Finucane* (1928), 92 J.P. 68, and *Bristol Corporation* v. *Virgin and Others* (1928), 92 J.P. 145.)

The device adopted by the "owner" in *R.* v. *Swindon Local Board* (to which you refer in your comment on Messrs. Bevir and Son's letter) of selling after notice but before effect is given to the notice, would not affect the local authority in cases where they sought to realise a charge on the property.

Messrs. Bevir & Son's assertion that s. 4 of the Public Health Act does not help local authorities is far too sweeping. In my experience it is of enormous assistance to them.

Town Hall, JOHN POOLE.
Battersea, S.W.11.
12th December.

[We still hesitate to subscribe to the opinion that the rent-collector in *Watts* v. *Battersea Borough Council* might have been treated as owner. While appreciating the force of the decisions in *St. Helens Corporation* v. *Kirkham* and *Broadbent* v. *Shepherd*, we would point out that it does not appear that

there were second intermediaries in those cases. In the *Battersea Case*, Scrutton, L.J., rests his judgment partly on the fact that the rent-collector followed instructions given him by the appellant, a solicitor. Greer, L.J., says that the collector in following those instructions was merely complying with a general direction given by the real principal, but the basis of the dissenting judgment is the interpretation put upon the word "receiving," which, according to Greer, L.J., makes the collector liable because it means "receive from the tenants." On which Sankey, L.J., observes that the definition does not say "from the tenants."

Your correspondent qualifies our comment in his letter appearing in the issue of 2nd November as a good debating point, but also as one which might have persuaded the court. May we recall the fact that the comment stressed the circumstance that the section purports to define *the* owner. For your correspondent in his present letter twice uses the indefinite article! Other statutes, such as the London Building Act, 1894, have avoided the difficulty which results, and by using the words "every person who," etc., the Legislature has made its meaning clear.

Whether the definition has been of assistance to local authorities is a matter of opinion. The provisions as to charges and the machinery by which these can be enforced, as summarised by your correspondent, further strengthen the hand of the council; but it is interesting to note that there are circumstances, admittedly rare, when the use of this weapon is frustrated by the very comprehensiveness of the definition of owner. When an owner sells, the charge remains; but when an owner disappears, it is well-nigh impossible to enforce it. Thus, in *Wealdstone U.D.C.* v. *Evershed* (1905), 59 J.P. 258, an order for substituted proceedings had been obtained, but in a subsequent action for specific performance, the order was held bad because the affidavit on which it was granted referred to search made for "the owner"—who might change or have changed. Consequently there was a blot on the council's title.—YOUR CONTRIBUTOR.]

Assignment of Hired Goods—Not a Bill of Sale.

Sir,—In the answer to No. 1791 of "Points in Practice" in your issue of the 30th ult., it was stated that an assignment by the owners of their rights in a billiard table comprised in a hire-purchase agreement would not require registration as a bill of sale.

The answer, if I may say so, is quite correct, but no authorities were cited.

The point is of general importance and particularly to finance houses who buy up hire-purchase agreements.

The position is worked out in detail in an article entitled "Assignments of Goods with Benefit of Hire-Purchase Agreements," on p. 14 of Vol. 10 of "The Conveyancer," which deals with assignments, both absolute and by way of mortgage, by an individual, a firm, and a company.

Shortly, the reason why an assignment of chattels, subject to and with the benefit of a hire-purchase agreement, does not require registration as a bill of sale, is that what the owner assigns is a reversionary interest, i.e., a *chose in action*, which is expressly excepted from the definition of "personal chattels" in s. 4 of the Bills of Sale Act, 1878.

W. H. RUSSELL,
Author of "The Hire-Purchase System."

Cheltenham.
18th December.

The Soviet Marriage.

Sir,—In *Nachimson* v. *Nachimson* (74 SOL. J. 14), a case on which you commented (73 SOL. J. 841), HILL, J., has refused to recognise a Soviet marriage on the ground, apparently, that it is too easily dissolved, for, while it lasts, it is monogamous. Yet our courts recognise marriages which are practically dissoluble by mutual consent at Reno, Nevada, U.S.A. And if we are throwing stones, what about our Crystal Palace of hotel-bill divorces? Perhaps I may also point out that a Japanese marriage was recognised in *Brinkley* v. *A.-G.* (1890), 13 P.D. 76, though there was no evidence as to the rules of divorce which governed it. So far as the report goes, there was nothing to show the court that these rules were not as elastic as those of the Soviet.

A. F.

Notes of Cases.

Court of Appeal.

Reading Trust Limited. *v.* Spero.

Scrutton, Greer and Slesser, L.JJ. 10th December, 1929.

MONEYLENDERS AND MONEYLENDING—LOAN—INTEREST IN EXCESS OF 48 PER CENT—WHETHER TRANSACTION WAS HARSH AND UNCONSCIONABLE—WHETHER RATE OF INTEREST EXCESSIVE—ONUS—MONEYLENDERS ACT, 1927 (17 & 18 Geo. 5, c. 21), s. 10.

Appeal from a judgment of Rowlatt, J.

The plaintiffs claimed to recover from the defendant sums of money alleged to be due under three promissory notes given for money lent; in one case the rate of interest was 60 per cent. a year, and in the other two cases the rate was 80 per cent. The defendant, the borrower, who was about forty years old, had opened in Bond Street, after the war, the business of a dealer in antiques. He wanted comparatively small sums of money to carry on his business and meet pressing liabilities. He borrowed from a moneylender, L, sums of money at a rate of interest of 60 per cent., sometimes plus a share of the profits on sale. A quarrel arose over one of these transactions and the defendant went to a firm named Liptons, disclosed the circumstances and borrowed from them small sums to carry on his business, the rate of interest ranging from 80 to 92 per cent. In the meantime he was repaying his liability to the first moneylender, whom he had now paid off. He did not pay all his loans to Liptons punctually, frequently having to renew as instalments fell due. In 1927, Liptons dissolved as a company and the plaintiff firm took over the defendant's obligations. The learned judge found that the plaintiff firm was a *bona fide* and separate entity. During 1927, the plaintiff firm made small loans to the defendant for the purpose of carrying on his business. Most of these loans were repaid punctually, though some of the instalments had to be renewed. The only security for these loans were promissory notes. The Moneylenders Act, 1927, came into force on 1st January, 1928, and on 13th January in that year, there occurred the first business transaction on which the plaintiffs claimed. This was a loan of £200 at 60 per cent. interest, repayable in thirteen monthly instalments of £20, and the balance on the fourteenth month. On 27th February the defendant wanted another £100, which was to be repaid in three months with interest at the rate of 80 per cent. This loan was repaid on 19th June, and on 22nd June the defendant borrowed another £100 for three months at 80 per cent., payable on 25th September. This loan was not repaid until 5th October. On 5th July the defendant borrowed another £100, repayable in three months with interest at the rate of 80 per cent. This loan was not repaid in October, and was the second sum claimed in the action. In the meantime he fell into arrears with his instalments on the January loan. On 27th December, defendant borrowed £100 for three months, with interest at the rate of 80 per cent. Subsequently, the plaintiffs issued a writ claiming against the defendant (1) as the maker of a promissory note dated the 13th January, 1928, £84 10s.; (2) as the maker of the promissory note dated 5th July, 1928, £152 4s. 7d.; and (3) as the maker of the

promissory note dated the 27th December, 1928, the sum of £121 0s. 10d. The defendant pleaded, *inter alia*, that the amounts charged for interest were excessive and the transactions were harsh and unconscionable, and should be re-opened. Rowlatt, J., refused to accept the defendants' contention, but gave judgment for the plaintiffs for the amount claimed. By s. 10 of the Moneylenders' Act, 1927, if the rate of interest exceeded 48 per cent., the court should, unless the contrary was proved, presume that the interest was excessive and that the transaction was harsh and unconscionable. The defendant appealed.

The COURT (SCRUTTON, GREER and SLESSER, L.JJ.) dismissed the appeal. The effect of s. 10 of the Act of 1927 was that if the rate of interest charged by a moneylender on any loan exceeded 48 per cent. per annum, in order to save the transaction from being re-opened, the onus was on the moneylender to prove facts which showed that the rate of interest was not excessive, and that the transaction was not harsh and unconscionable. In this case the rate of interest was over 48 per cent. per annum. Therefore the onus was on the moneylenders to prove that the rate of interest was not excessive, and that the transaction was not harsh and unconscionable. They proved (1) that the borrower was a business man, forty years old, borrowing to provide working capital for a speculative business, speculative in the sense that success might depend on being able to hold an *objet d'art* till a purchaser who wanted it turned up; (2) that the borrower could give no security except his personal promise to pay; (3) that two of the loans were for short terms, when the rate of interest a year was deceptive; and (4) that there was no evidence of any of the circumstances which had hitherto been relied on as proving harshness or unconscionableness. The moneylenders in this case had satisfied the onus which the section had placed on them, and they were entitled to recover. Appeal dismissed.

COUNSEL: *Sir Patrick Hastings*, K.C., and *Harold Simmons*; *T. Eastham*, K.C., *Croom-Johnson*, K.C., and *Wallington*.

SOLICITORS: *Guedalla, Jacobson & Spyer*; *Woolfe & Woolfe*.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Pawson's Settlement, *In re.* Eve, J. 27th November, 1929.

SETTLED LAND—BANKRUPTCY OF TENANT FOR LIFE—CONVEYANCE OF LIFE ESTATE TO PERSON NEXT ENTITLED—REFUSAL OF TENANT FOR LIFE TO EXECUTE VESTING DEED—"INTENT TO EXTINGUISH"—VESTING ORDER—SETTLED LAND ACT, 1925, ss. 12, 104, 105.

This was a summons asking for a vesting order. By a settlement made in 1902 on the marriage of the respondent, W.H.P. with V.M.G., certain lands were limited after the marriage to the use of W.H.P. during his life, with remainder to uses to secure a jointure rent-charge which failed, with remainder to trustees to secure a portions term, and subject thereto to the use of the first and other sons of W.H.P. and V.M.G., according to seniority in tail male, with remainders over. In 1907 the respondent W.H.P. was adjudicated bankrupt, and A.C.B. was appointed trustee of his estate and effects. On 21st March, 1929, the trustee in bankruptcy agreed to sell the life interest of W.H.P. in the settled estates to W.J.H.P., his eldest son and tenant in tail for £4,000, and by a conveyance dated 21st March, 1929, made between the trustee in bankruptcy, the trustees of the settlement and the tenant in tail the estate was duly conveyed so as to extinguish the life estate of W.H.P. A draft vesting deed was prepared to enable the respondent W.H.P. to convey the legal estate in the settled land to the applicant W.J.H.P., in accordance with the provisions of s. 7 (4) of the Settled Land Act, 1925, but the respondent refused to execute it, contending that he still retained the powers of a tenant for life and was not bound to surrender them. The applicant then took out this summons asking for a vesting order.

EVE, J., said it was contended that s. 105 of the Settled Land Act, 1925, was limited to cases where the intent to extinguish the estate was the intent of the life tenant, and that the section did not apply to a trustee in bankruptcy, but he did not read the section as so restricted. The wording of the section was quite general and the individual entitled to express the intent might be anyone in whom the life estate was vested. There were no sufficient grounds for holding that the trustee in bankruptcy could not avail himself of the section, and the applicant was therefore entitled to a vesting order.

COUNSEL: *Sir T. Hughes*, K.C., and *Church, Cohen*, K.C., and *R. J. T. Gibson, Wynn Parry, H. S. G. Buckmaster*.

SOLICITORS: *Beachcroft, Hay & Ledward*; *Oliver Richards and Parker*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Montague L. Meyer, Ltd. *v.* **Kivisto.**

Roche, J. 19th November, 1929.

SHIPPING—TIMBER CARGO—SUBJECT TO TERMS OF PARTICULAR CONTRACT—DEFECTIVE TIMBER—CLAIM—CONSTRUCTION OF CONTRACT.

Award of an arbitrator in the form of a special case.

Frans Kivisto, of Helsingfors, sold to Montague L. Meyer, Ltd., of London, a quantity of Finnish timber in accordance with the terms of contract, dated the 20th March, 1928, adopted by the Timber Trade Federation of the United Kingdom, the Swedish Wood Export Association, and the Finnish Saw Millers' Association. The buyers contended that a large part of the wood was not delivered in accordance with the contract in that a large proportion of it was discoloured and was not properly seasoned for the English market. The subsequent dispute was referred to arbitration, and the umpire held that the buyers were not entitled to reject and repudiate the contract, but only entitled to damages by way of an allowance off the price. The material terms of the contract were: "(3) The goods to be properly seasoned for shipment to the United Kingdom and shall be of the shipper's usual bracking, average length and fair specification for such description of goods . . . "; and "(16) Should any dispute arise under this contract . . . the same shall be referred to (arbitration) . . . Buyers shall not reject the goods herein specified but shall accept or pay for them in terms of contract against shipping documents . . . "

ROCHE, J., said that the case was one of extreme difficulty, and the intention of the parties must be gathered from the contract as a whole. The question was whether, part of the goods being defective, the buyers had a right to reject or whether they could only claim an allowance off the price. The provision regarding seasoning was, in his opinion, only a warranty and not a condition; and he thought that the sellers' contentions were right and the award must stand.

COUNSEL: *J. Dickinson*, for the buyers; *du Parcq*, K.C., and *van den Berg*, for the sellers.

SOLICITORS: *William A. Crump & Son*; *Ward, Perks and Terry*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of Peters, deceased.

Hill, J. 9th December, 1929.

PROBATE—INTESTACY—DECEASED'S ONLY CHILD IN CHARGE OF BOARD OF GUARDIANS—STATUTORY ASSUMPTION BY BOARD OF PARENTAL RIGHTS—GRANT MADE ON APPLICATION BY BOARD—POOR LAW ACT, 1927, 17 & 18 Geo. 5, c. 14, s. 78 (1) (*f*).

This was a motion on behalf of the Board of Guardians of Plympton St. Mary, asking for a grant of letters of administration to the estate of Ennise Peters, a widow, who died intestate, on 18th November, 1917. The deceased died in the

Devon County Mental Hospital, and the guardians had had since 1916 the care of the only child of the deceased, a girl, now aged fifteen years. On 8th May, 1929, the Board of Guardians passed a resolution in the terms of s. 78 of the Poor Law Act, 1927, vesting in itself parental rights and powers in respect of the child and applied for a grant to the estate of the deceased accordingly. The value of the estate was about £730, comprising mostly cottage property, the rents from which the guardians had been collecting. The brothers and sisters of the deceased and the Procurator-General had been given notice of the motion.

HILL, J., made the grant as prayed.

COUNSEL: *Cotes-Preedy*, K.C., and *C. R. Warren*, for the applicants.

SOLICITORS: *Gibson and Weldon*, for *John W. Bickle and Son*, Plymouth.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Nachimson, S. I. *v.* **Nachimson, G.M.**
Nachimson, G. M. *v.* **Nachimson, S. I.**
(Issue).

Hill, J. 17th December, 1929.

DIVORCE—SOVIET "MARRIAGE"—PETITION FOR JUDICIAL SEPARATION—APPEARANCE BY RESPONENT UNDER PROTEST—ALLEGED DISSOLUTION BY CONSULAR CERTIFICATE IN PARIS—ISSUE WHETHER UNION OF PARTIES A MARRIAGE IN ENGLISH LAW—CONDITIONS OF SOVIET "MARRIAGE" AND DISSOLUTION—UNION CONTRARY TO PRINCIPLES OF CHRISTIAN MORALITY NO MARRIAGE.

In a reserved judgment upon this issue arising upon a petition for judicial separation, the court held that a purported marriage between the parties celebrated in Moscow, in 1924, in accordance with the Soviet law, was not a marriage within the meaning of English law, and that in consequence, the English courts had no jurisdiction to entertain the petition. Mr. Nachimson, the respondent to the petition, entered an appearance under protest. He denied the charges and alleged that the marriage had been dissolved by obtaining a certificate of dissolution from the Soviet Consulate-General in Paris on 29th January, 1929. The question of the validity of this dissolution was framed as an issue by the parties, but during the trial Hill, J., interposed, intimating that the issue, as framed, was ineffective inasmuch as the fundamental question was whether the union between the parties was a marriage within the meaning of English law. The issue subsequently came to trial in the following form: "Have the petitioner and respondent ever been husband and wife? If yes—(1) Were the petitioner and respondent domiciled in Russia on 29th January, 1929? and (2) Was the marriage dissolved on that day?

HILL, J., in the course of a considered judgment, said that in the Divorce Court the meaning of "husband" and of "wife" and of "marriage" was a question of English law. The nature of the union entered into by the man and the woman, who were said to be husband and wife and to be united in marriage, had to be determined by the law of the place where the union was entered into. He (his lordship) had to ascertain what that was according to the Soviet law and whether it was a marriage within the meaning of English law. (His lordship here cited passages from the speech of Lord Brougham in *Warrender* v. *Warrender*, 2 Cl. & Fin. 488.) At Moscow, on 19th March, 1924, the petitioner and the respondent entered into the union which was relied on as being a marriage. It was common ground that at that time both parties were domiciled in Russian Soviet territory. The union was registered in the register of civil marriages, and the petitioner put in a certificate of marriage certifying that she and the respondent "have joined in wedlock." The respondent put in a document which, on the face of it, was a record of a marriage with the usual particulars, and on the margin was the following certificate: "The marriage has been dissolved this 29th day of January, 1929, at the Consulate-General of the U.S.S.R. in Paris." Russian lawyers called by both parties were not agreed whether a dissolution registered at the Soviet Consulate-General in Paris effectively dissolved the marriage according to Soviet law. But they agreed on the law of the Soviet as to the nature of the union and the way in which, in general, it could be dissolved. The point of difference was whether it could be dissolved by registration in Paris. For the present purposes, however—that of ascertaining whether the union was a marriage—he (his lordship) must take the Soviet law as it stood in 1924. On 1st January, 1927, the law was altered in a way which had a bearing on the form of dissolution, but there was no essential alteration in the power to dissolve. The Soviet law did not recognise religious marriages. Marriage was formalised by way of registration at the appropriate office of registration. The registration was conclusive evidence of the existence of the marriage. During the lifetime of the spouses the marriage might be terminated either by mutual consent of both spouses or at the unilateral desire of either of them.

Under the law of 1927 the dissolution might in all cases be registered at the proper office of registration, and nothing further was necessary. Under the law of 1918, which subsisted in 1924, dissolution by mutual consent might be registered at the proper office of registration, and nothing further was necessary. But in the absence of mutual consent an application had to be made to a court of law, the court of the residence of either party. It was necessary to summon the other party, or show that it was impossible to do so. But the court had no discretion as to dissolution. On a declaration by one party of a desire to dissolve, the court was bound to make a decree dissolving the marriage. The judge merely registered the decree. That was his duty. It was not necessary to have any proof of any cause, mere desire was sufficient. It appeared that the mere agreement of the parties or the desire of one did not operate as a dissolution. Something further was necessary, namely registration in the marriage register or a decree which was presumably followed by registration in the marriage register. In that sense an Act of State was necessary to dissolve the marriage. The state did not recognise the dissolution unless made in the prescribed form, but in its essence the union was dissolved at the will of either of the parties. The petitioner in giving evidence, had said that when she married she intended the union to be for life. No doubt she did, but she also intended to enter into a marriage under the Soveit law—in other words a union which was, dissoluble by the parties in the ways described. No other union was possible in Russia—that was that which was formalised by registration. In English law a marriage, to quote Lord Penzance in *Hyde* v. *Hyde and Woodmansee* (1866), L.R. 1 P. & D. 130, was "the voluntary union for life of one man and one woman to the exclusion of all others . . ." That was the antithesis of a union which the parties or a party could dissolve at will by complying with the form prescribed by law, that is by procuring the ministerial Act of State which gave legal form to the desire. By the term "marriage" the Soviet law and the law of England did not mean the same thing. He (his lordship) therefore held that the union of the petitioner and the respondent was not a "marriage," and that they were never "wife" or "husband" within the meaning of English law. If he (his lordship) was right, he had no jurisdiction to decide any other question. The parties must resort to the Soviet courts. His lordship dismissed the petition on the application of counsel for the respondent, and made no order as to costs of the issue.

COUNSEL: *Bayford*, K.C., and *F. L. C. Hodson*, for the plaintiff on the issue, the respondent in the suit. *Serjeant Sullivan*, K.C., and *Gough* (with him *Eric Dance*), for the defendant on the issue, the petitioner in the suit.

SOLICITORS: *Charles Russell & Co.*; *A. E. Wyeth & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Rules and Orders.

THE COMPANIES (WINDING-UP) AMENDMENT RULES, 1929, DATED DECEMBER 23RD, 1929, MADE PURSUANT TO THE COMPANIES ACT, 1929 (19 & 20 GEO. 5, C. 23).

1. In Rule 19 of the Companies (Winding-Up) Rules, 1929(*) (hereinafter called the principal Rules), the words "on payment of the prescribed fee" shall be substituted for the words "on payment of a fee of one shilling for each hour or part of an hour occupied," and the words "on payment of the prescribed fee" shall be substituted for the words "at a rate not exceeding fourpence per folio of seventy-two words."

2. After Rule 22 of the principal Rules, there shall be inserted the following Rule, which shall stand as Rule 22A :—

"22A.—(1) Payment by the High Bailiff of a County Court to the Registrar, pursuant to the County Court Rules for the time being in force, of any money seized or received by the High Bailiff in part satisfaction of an execution against the goods of a company shall be a good discharge to him as against the Liquidator under section 269 (1) of the Act, provided that the payment is made without notice that a Provisional Liquidator has been appointed or that an order has been made or a resolution passed for the winding-up of the company.

(2) Where notice is given to the High Bailiff of such an appointment order or resolution as is mentioned in paragraph (1) of this Rule, he shall forthwith inform the Registrar, and the Registrar shall, after deducting the costs of the execution, on request pay over to the Liquidator all monies paid to him by the High Bailiff in respect of the execution and not paid out by the Registrar before he has notice of the appointment, order or resolution."

3.—(1) These Rules may be cited as the Companies (Winding-Up) Amendment Rules, 1929, and the principal Rules shall have effect as amended by these Rules.

(2) The Companies (Winding-Up) Amendment Rules, 1929, which came into operation on the 1st day of November, 1929, as Provisional Rules, shall continue in force till the 31st day of December, 1929, on which day they shall be superseded and replaced by these Rules.

Dated the 23rd day of December, 1929.

Sankey, C.

I concur,

William Graham,
President of the Board of Trade.

* S.R. & O. 1929, No. 612.

Societies.

The Law Association.

The Law Association, the old-established benevolent fund for the necessitous widows and families of London solicitors, is sending out an appeal for help which is badly needed at the present time. We understand that for the past six months the relief granted to these poor ladies has exceeded the income, and recourse has had to be made to an overdraft by the bank. The number of regular subscribers is far too small for such an important branch of the profession, and we hope that the appeal will be sympathetically considered by the large body of solicitors practising in London who have not yet helped to support this excellent organisation. Why not start the New Year with a subscription or donation ? The office is at 3, Gray's Inn-place, Gray's Inn.

The Law Society's School of Law.

The Spring Term will open on 8th January. Lectures will commence on 13th January. Copies of the detailed time-table can be obtained on application to the Principal's Secretary.

The Principal will be in his room to advise students on their work, on Wednesday, 8th January, for Intermediate students, and Thursday, 9th January, for Final and Degree students (10.30 a.m. to 12.30 p.m. and 2 p.m. to 5 p.m.).

The subjects to be dealt with during the term will be, for Intermediate students, (i) Public Law, (ii) The Law of Property in Land, (iii) Contract and Tort, (iv) Elementary Equity, and (v) Trust Accounts. The subjects for Final students will be (i) Conveyancing and Probate, (ii) Criminal Law; Private International Law; Divorce, and (iii) Sale of Goods and Insurance. There will also be courses on (i) Conveyancing, (ii) Contract, and (iii) History of English Law, for Honours and Final LL.B. students, and the courses on (i) Constitutional Law, and (ii) Roman Law, for Intermediate Degree students will be continued.

The courses on The Law of Property in Land and Contract and Tort will be taken in the morning (Land 11 a.m. to 1 p.m., Contract and Tort 10 a.m. to 12 noon) and in the afternoon (4 p.m. to 6 p.m.). *Students must notify the Principal's Secretary before 8th January, if they wish to attend the afternoon in preference to the morning lectures and classes.*

Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary.

Members of the Students' Rooms should note that the Annual Meeting of Members will be held on Tuesday, 14th January, at 2.30 p.m. The President will preside.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room, on Monday, the 16th December, 1929, Mr. E. H. Pearce in the chair.

Mr. J. W. Galbraith moved "That this House approve the Russian policy of His Majesty's Government." Mr. G. Bull opposed.

There also spoke Messrs. C. C. Ross, Burke, Hughes, Wood (a visitor), S. A. Redfern and Grobel.

The opener having replied, the Motion was put to the House, when there voted for the Motion seven against two.

The Motion was therefore lost by five votes.

Legal Notes and News.

The New Year Honours.

KNIGHTS.

NIGEL GEORGE DAVIDSON, Esq., C.B.E., Legal Secretary to the Sudan Government.

EDWARD WILLIAM HANSELL, Esq., K.C., Official Referee Supreme Court of Judicature.

WILLIAM COURTHOPE TOWNSHEND WILSON, Esq., K.C., Vice-Chancellor of the County Palatine of Lancaster.

RAYMOND WYBROW WOODS, Esq., C.B.E., Solicitor to the General Post Office.

Mr. Justice CHARLES EDWIN ODGERS, Puisne Judge of the High Court, Madras.

Mr. Justice BARJOR JAMSHEDJI DALAL, Indian Civil Service, Puisne Judge of the High Court, Allahabad.

DINSHAH FARDUNJI MULLA, C.I.E., LL.B., Advocate, Bombay High Court.

The Hon. JAMES WILLIAM BLAIR, Chief Justice of the Supreme Court, State of Queensland.

The Hon. THOMAS KAY SIDEY, Attorney-General Dominion of New Zealand.

HERBERT CECIL STRONGE, Esq., Chief Justice, Leeward Islands.

ORDER OF ST. MICHAEL AND ST. GEORGE.

K.C.M.G.

The Hon. MICHAEL MYERS, Chief Justice of New Zealand.

Professor The Hon. BEVERLEY PEDEN, K.C., LL.B., President of the Legislative Council, State of New South Wales.

ORDER OF THE BRITISH EMPIRE.

C.B.E. (CIVIL DIVISION).

The Hon. WALTER JOHN HARRY BOYLE, Senior Official Receiver (Bankruptcy), High Court.

EDMUND RALPH COOK, Esquire, Solicitor, Secretary to the Law Society.

HERBERT WILLIAM MITCHELL, Esq., Senior Inspector of Taxes, Board of Inland Revenue.

THOMAS ARTHUR PREST, Esq., Chief Examiner, Estate Duty Office, Board of Inland Revenue.

O.B.E.

PHILIP CLARK, Esq., Head Clerk, Central Office of the Supreme Court of Judicature.

ORDER OF THE INDIAN EMPIRE.

C.I.E.

MIAN MOHAMMAD SHAH NAWAZ, Member of the Legislative Assembly, Barrister-at-Law, Lahore.

RAO BAHADUR KESHO WAMAN BRAHMA, M.B.E., Pleader Berar, Central Provinces.

Honours and Appointments.

The Lord Chancellor has appointed Mr. ARTHUR FREDERICK CLEMENTS to be the Judge of the County Courts on Circuit No. 49 (Kent) in the place of His Honour Judge Kennedy, K.C., who has been appointed to Circuit No. 53 (Gloucestershire, etc.).

Mr. R. C. JONES, an assistant solicitor in the office of Mr. J. C. McGrath, solicitor, Clerk of the Peace and of the County Council of the West Riding of Yorkshire, has now been appointed Deputy Clerk and Deputy Clerk of the Peace. Mr. Jones was admitted in 1899.

Mr. DENIS G. GILMAN, solicitor, Derby, has been appointed an Assistant Solicitor in the office of Mr. G. Trevelyan Lee, solicitor, Town Clerk of the County Borough of Derby. Mr. Gilman was admitted in 1927.

The King has been pleased to give directions for the appointment of Mr. ALBAN MUSGRAVE THOMAS, barrister-at-law (Puisne Judge, Trinidad), to be a Puisne Judge of the Supreme Court of Cyprus.

Mr. H. B. O'HANLON, solicitor, Dublin, has been appointed Taxing Master in the High Courts in succession to the late Mr. MacNamara. He was admitted in 1911.

Sir GEORGE FOWLER, Solicitor, of the firm of Fowler, Legg and Wood, 13, Bedford-row, W.C.1, who has been a Magistrate for the Borough of Kingston-on-Thames for thirty-seven years, has been appointed by the Lord Chancellor a Justice of the Peace for the County Borough of Eastbourne.

Professional Announcements.

(2s. per line.)

Mr. C. STUART BOWRING, solicitor, Derby, will, as from 1st January, join Mr. W. ALAN REID, solicitor (Messrs. Walmsley & Reid) in partnership. The firm will be known as Walmsley, Reid & Bowring, and the business will be carried on at Bank Chambers, Irongate, Derby.

Mr. F. ROWLAND WADE, solicitor, has joined the firm of Messrs. ERNEST SALAMAN & Co., solicitors, 62, London-wall, E.C.2, as from 1st January. The style of the firm will in future be Ernest Salaman, Wade & Co.

The partnership hitherto existing between Sir ERNEST RONEY, Mr. JULIAN RONEY, Mr. A. G. ALLEN, Mr. T. S. OVERY, Mr. F. REDHEAD and Mr. ERNEST J. RONEY has been dissolved by mutual consent as from the 31st December, 1929. Sir ERNEST RONEY, Mr. JULIAN RONEY, Mr. F. REDHEAD and Mr. ERNEST J. RONEY will continue to carry on business in partnership as Roney & Co., at Orient House, 42–45, New Broad-street, London, E.C.2. (Telephone 7557 London Wall.) Mr. A. G. ALLEN and Mr. T. S. OVERY will continue to carry on business in partnership as Allen & Overy, at 3, Finch-lane, Threadneedle-street, London, E.C.3. (Telephone Numbers: Avenue 6192 and 6193.)

Mr. L. N. JONAS begs to give notice that he has acquired the practice of Messrs. Docker, Andrew & Co., 9, Gray's Inn-square, London, W.C.1. (Telephone Chancery 7101.) On and after 25th December, 1929, his own practice will be amalgamated with that of Messrs. Docker, Andrew & Co., and the joint practices carried on under that name at 9, Gray's Inn-square.

Messrs. HARROP WHITE & GAMBLE, of Mansfield and Warsop, announce that, as from 1st January, they have admitted in to partnership Mr. James Newton Vallance. The practice will be carried on at Mansfield and Warsop under the name of "Harrop White, Gamble & Vallance."

Messrs. LEONARD TUBBS & Co., solicitors, of Moorgate Station-chambers, E.C.2 (and of Walthamstow), have amalgamated with their practice that of Messrs. JOHN E. GIBBS and Co., of the same address. The combined practice will be carried on at Moorgate Station-chambers, E.C.2 (and at Walthamstow) under the style of "Leonard Tubbs & Co."

Wills and Bequests.

Mr. James Dunbar Mackintosh, retired solicitor, of 71, Dundonald Road, Kilmarnock, and of "Kenilworth," Stoneygate Road, Leicester, left estate of the value of £10,588.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (12th December, 1929) 5% Next London Stock Exchange Settlement Thursday, 9th January, 1930.

	Middle Price 31st Dec.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	83	4	16	5	—		
Consols 2½%	53	4	14	4	—		
War Loan 5% 1929-47	100¼	4	19	9	—		
War Loan 4½% 1925-45	93	4	16	9	5	2	9
War Loan 4% (Tax free) 1929-42	100¾	3	19	5	3	18	6
Funding 4% Loan 1960-1990	85½	4	13	7	4	14	6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91⅛	4	7	5	4	9	9
Conversion 4½% Loan 1940-44	93½	4	16	3	5	2	6
Conversion 3½% Loan 1961	74⅛	4	14	3	—		
Local Loans 3% Stock 1912 or after	62	4	16	9	—		
Bank Stock	248½	4	16	7	—		
India 4½% 1950-55	81⅛	5	10	5	5	18	6
India 3½%	61½	5	13	10	—		
India 3%	51½	5	16	6	—		
Sudan 4½% 1939-73	92	4	17	9	4	19	0
Sudan 4% 1974	83	4	16	5	4	19	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82½	3	12	9	4	3	3
Colonial Securities.							
Canada 3% 1938	86	3	9	9	5	1	0
Cape of Good Hope 4% 1916-36	93	4	6	0	5	4	0
Cape of Good Hope 3½% 1929-49	80	4	7	6	5	2	0
Commonwealth of Australia 5% 1945-75	91	5	9	11	5	10	3
Gold Coast 4½% 1956	92	4	17	10	5	1	0
Jamaica 4½% 1941-71	92	4	17	10	4	19	0
Natal 4% 1937	92	4	7	0	5	7	6
New South Wales 4½% 1935-45	83	5	9	9	6	5	0
New South Wales 5% 1945-65	90	5	11	1	5	12	9
New Zealand 4½% 1945	93	4	16	9	5	3	9
New Zealand 5% 1946	99	5	1	0	5	2	0
Queensland 5% 1940-60	90	5	11	1	5	13	9
South Africa 5% 1945-75	100	5	0	0	5	0	0
South Australia 5% 1945-75	90	5	11	1	5	12	3
Tasmania 5% 1945-75	94	5	6	5	5	7	0
Victoria 5% 1945-75	90	5	11	1	5	12	3
West Australia 5% 1945-75	92	5	8	8	5	9	6
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	60	5	0	0	—		
Birmingham 5% 1946-56	100	5	0	0	5	0	0
Cardiff 5% 1945-65	99	5	1	0	5	1	0
Croydon 3% 1940-60	68	4	8	3	5	2	0
Hull 3½% 1925-55	77	4	10	11	5	2	6
Liverpool 3½% Redeemable by agreement with holders or by purchase	70	5	0	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4	18	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	61	4	18	4	—		
Manchester 3% on or after 1941	61	4	18	4	—		
Metropolitan Water Board 3% 'A' 1963-2003	60	5	0	0	—		
Metropolitan Water Board 3% 'B' 1934-2003	62	4	16	9	—		
Middlesex C. C. 3½% 1927-47	82	4	5	4	5	1	0
Newcastle 3½% Irredeemable	69	5	1	5	—		
Nottingham 3% Irredeemable	60	5	0	0	—		
Stockton 5% 1946-66	100	5	0	0	5	0	0
Wolverhampton 5% 1946-56	99	5	1	0	5	1	6
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	79	5	1	3	—		
Gt. Western Rly. 5% Rent Charge	97½	5	2	7	—		
Gt. Western Rly. 5% Preference	91½	5	9	3	—		
L. & N. E. Rly. 4% Debenture	74	5	8	1	—		
L. & N. E. Rly. 4% 1st Guaranteed	73	5	9	7	—		
L. & N. E. Rly. 4% 1st Preference	66	6	1	3	—		
L. Mid. & Scot. Rly. 4% Debenture	76½	5	4	7	—		
L. Mid. & Scot. Rly. 4% Guaranteed	75	5	6	8	—		
L. Mid. & Scot. Rly. 4% Preference	70	5	14	4	—		
Southern Railway 4% Debenture	76½	5	4	7	—		
Southern Railway 5% Guaranteed	95½	5	4	9	—		
Southern Railway 5% Preference	88	5	13	8	—		

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